

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 10
LEASE AMENDMENT	TO LEASE NO. GS-11P-LDC02233
ADDRESS OF PREMISES SENTINEL SQUARE I 90 K Street, NE Washington, DC 20002-4217	PDN Number: N/A

THIS AMENDMENT is made and entered into between Washington DC VI FGF, LLC

whose address is: **One N Wacker Drive, Suite 4025
Chicago, IL 60606-2844**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease shall be amended, effective September 14, 2021 upon execution by the Government, as follows:

- 1. Lease Term:** The Lease Term shall be extended for a term of (10) months and 25 days commencing on **September 14, 2021** and ending on **August 8, 2022** subject to reduction of space as further detailed in the LA.
- 2. Reduction of Space:** Per this LA #10, effective September 14, 2021, the space covered under this lease shall be reduced from (b) (4) which includes a portion of the 6th and the entire 7th floor, to (b) (4) that includes only the 7th floor. The Government occupancy shall consist of (b) (4) ABOA SF, a portion of the 7th floor occupied by Custom Border Patrol (CBP), and (b) (4) a portion of the 7th floor occupied by the Veterans Administration (VA).
- 3. Annual Rent:** Effective September 14, 2021, the annual rent shall decrease by \$871,745.76 from \$2,310,124.09 to \$1,438,378.33 payable at a rate of \$119,864.86 per month in arrears and is inclusive of a base for Operating Costs, and a base for Real Estate Taxes.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)

Name: FRANCIS J. COPPOLA

Title: AUTHORIZED SIGNATORY

Entity Name: WASHINGTON DC VI FGF, LLC

Date: AUGUST 25, 2021

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: MARK STADSKLEV

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 9/1/2021

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)

Name: JESSE MEETRE

Title: AUTHORIZED SIGNATORY

Date: AUGUST 25, 2021

4. **Operating Costs:** Effective September 14, 2021 the operating costs shall be (b) (4) Annual adjustments to operating costs shall continue in accordance with Section 4.3 of SFO Number 9DC2554. The base year operating costs are (b) (4)
5. **Real Estate Tax Base:** Effective June 1, 2021 the Real Estate Tax base shall remain unchanged at \$2,887,667.88 and in accordance with Section 4.2 of SFO Number 9DC2554.
6. **Percentage of Occupancy:** During the extension term, Government percentage of occupancy shall be reduced to 7.98% (32,929 RSF/412,661 RSF).
7. **Termination Option:** The Government shall have the option to terminate the VA occupied space on the 7th floor, equivalent to 18,414 RSF / 15,422 ABOA SF, commencing after February 28, 2022 and providing the Lessor 60 day written notice prior to the effective termination date. Such termination shall be documented in a subsequent LA to be signed by both parties.
8. **Condition of Premises:** During the Extension Term, the Government accepts the space in its current existing condition (including Building Shell). The costs of any improvements to the space shall be the responsibility of the Government. Lessor shall continue to maintain and repair as necessary all the elements of the Building Shell, including all elements of the warm-lit shell (ceiling, lighting, fire sprinkler, etc.) as well the initial tenant build-out that is not above standard in nature (above standard -. dedicated HVAC packages, raised flooring, UPS system, etc.) in accordance with the terms of the Lease.
9. **Conflicts:** In the event of a conflict between this Lease Amendment and other documents that are part of the Lease, this Lease Amendment will govern.

Attachments:

1. **Attachment #1:** FAR Clause 52.204-24 (4 Pages)
2. **Attachment #2:** FAR Clause 52.204-25 (3 Pages)

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS:

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52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

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(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

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number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) WASHINGTON DC VI FGF, LLC	TELEPHONE NUMBER (b) (6)
	Signature (b) (6) FRANCIS J. LOPPOLA AUTHORIZED SIGNATORY	Date 8-25-21

LESSOR: (b) (6)

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Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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REXUS Version Number	70013	File Name	LDC02233-BA53-Final-Cert-70013-08312021.pdf
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CURRENT/PRIOR LEASE INFORMATION

Lease Number	Location Code	Effective Date	Expiration Date	City, State	Total Existing RSF	Current Annual Rent	Fully Serviced	ACO Delegated
LDC02233	DC0217	09/14/2011	09/13/2021	WASHINGTON, DC	52,886.00	\$2,310,124.09	Yes	No

SPACE INFORMATION

Agency Name	AB Code	ASA/OA#	New OA#	REXUS Existing RSF	New RSF	Diff in RSF
MISSION SUPP FACIL	7073	ADC08607	ADC08607	17,236.66	14,515.31	2,721.35
VA ADMIN SERVICE	3614	ADC06443	ADC06443	18,605.20	18,413.69	191.51
Vacant				17,044.14	0.00	17,044.14
Total				52,886.00	32,929.00	-19,957.00

PARKING INFORMATION

Agency Name	AB Code	ASA/OA#	New OA#	REXUS Existing Parking	New Parking	Diff Parking
MISSION SUPP FACIL	7073	ADC08607	ADC08607	0	0	0
VA ADMIN SERVICE	3614	ADC06443	ADC06443	0	0	0
Vacant				0	0	0
Total				0	0	0

ZSF INFORMATION

Agency Name	AB Code	ASA/OA#	New OA#	Existing Antenna	New Antenna	Existing Other ZSF	New Other ZSF
MISSION SUPP FACIL	7073	ADC08607	ADC08607	0	0	0	0
VA ADMIN SERVICE	3614	ADC06443	ADC06443	0	0	0	0
Vacant				0	0	0	0
Total				0	0	0	0

FREE RENT INFORMATION

Total Amount Of Free Rent[\$]		First Date Of Free Rent	
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PROJECT INFORMATION

Project Number	0DC2426	REXUS Project Lease Action	Extension
Project LBA	Gopal Regmi	Estimated Lease Term Commencement Date	09/14/2021
Estimated Lease Award Date	07/14/2021	Actual Lease Award Date	
Initial Annual Rent [\$]	1,438,378.33	Current Annual Rent[\$]	\$2,310,124.09
Broker Commission Amt Credited to Rent[\$]		Total Requested RSF	32,929.00

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Prospectus Action (Yes/No)	No	Prospectus Number	
Stepped Rent (Yes/No)	No	New/Current Lease Number	LDC02233
Fully Serviced Lease	Yes	Other Contract Services Annual Amount[\$]	
Extension w/ reduction. Tactical Considerations. Extend to align with 8DC2558 - Prospectus consolidation project			
IA/NOA INFORMATION			
Will action cause expansion to leased inventory?	No	Total RSF in Lease Inventory	52,886.00
Is this a move from Federal Space?	No	Federal Space Released	
Forced relocation for R&A/Health/Safety?		Existing RSF Occupied	35,841.86
Requester	Jason Adams	Requested Date	08/31/2021
I hereby certify that funds are available for this action contingent upon availability of funding for 2021. For all future actions, this pre-validation must be recertified in the appropriate fiscal year. Please resubmit this recertification of funds, if the lease effective date or annual rent changes			
Budget Analyst	Gopal Regmi	Approved Date	08/31/2021

FOR BUDGET BRANCH USE ONLY			
NOA RSF	32,929.00	Fiscal Year	2021
IA RSF	0.00	2021 PYC NOA Amount[\$]	\$67,923.42
		2021 PYC IA Amount[\$]	\$0.00
		Annual NOA Amount[\$]	\$1,438,378.33
		Annual IA Amount[\$]	\$0.00
		Lump Sum Amount[\$]	
<p>BA53 Remarks: R620 Comments: JRA 8/31/21 - R620: Issued to reflect a lease extension per LA 10 effective 09/14/21- 08/08/22. The Annual rent is decreasing by \$871,745.76; for a new Annual rent of \$1,438,378.33. COF FY21-1939969</p> <p>BA53 Final Cert Comments: Gopal Regmi 8/31/2021: Approved Final Cert Transaction ID#1939969 for 0DC2426-LDC02233 Extension action effective 9/14/2021. Annual rent decreases by -\$871,745.76 from 2,310,124.09 to \$1,438,378.33. Rentable SF decreases by -19,957.00 from 52,886.00 to 32,929.00. All the source documents are resident in GREX.</p>			

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